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ABSTRACT

The collective bargaining agreement between the University of Delaware and the University of Delaware Chapter of the American Association of University Professors (AAUP) is presented. Items covered in this agreement include: recognition of AAUP as the bargaining representative, AAUP membership, representatives, and privileges; grievance procedure; personnel benefits; nondiscrimination; faculty workload; and salaries. Also included is an article on the maintenance of university practices related to hours, sick leave, vacations, appointment, reappointment, promotion, tenure, dismissal, termination, suspension, evaluation, sabbatical leave and other items not specifically covered by the terms of the agreement. (SPG)

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNIVERSITY OF DELAWARE

AND

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS UNIVERSITY OF DELAWARE CHAPTER

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ARTICLE I
AGREEMENT

This Agreement is made and entered into this 7th day of December 1977, by and between the University of Delaware, hereinafter referred to as the "University," and the University of Delaware Chapter of the American Association of University Professors, hereinafter referred to as the "AAUP."

ARTICLE II
PURPOSE

The purpose of this Agreement is to promote harmonious relationships between the faculty and the administration of the University and to improve the quality of education and to maintain the high standards of excellence at the University of Delaware, and is the sole and exclusive embodiment of all agreements between the University and the AAUP covering wages, benefits and conditions of employment. It is agreed and understood that the intent and purpose at all times shall be the improvement and maintenance of the educational, research and related programs of the University, and the welfare of the student body. In the furtherance of the purpose of this Agreement, the parties agree to adhere to the principles of academic freedom as adopted by the Board of Trustees of the University.

It is understood that this Agreement in no way diminishes the responsibility of faculty, of department chairpersons, and of

deans, directors and other appropriate administrative officials for the exercise of academic judgment.

Should any conflict exist between the provisions specifically set forth in this Agreement and policies and procedures of the University, the provisions of this Agreement shall be controlling.

ARTICLE III
RECOGNITION

3.1 The University recognizes the AAUP (Delaware Chapter) as the sole and exclusive bargaining representative as certified by the Department of Labor, State of Delaware, in respect to matters concerning wages, salaries, hours, vacations, sick leave, grievance procedures, sabbatical leaves and other terms and conditions of employment as specifically set forth in this Agreement, for all employees of the University in the collective bargaining unit designated by that certification dated May 12, 1972, as follows: All full-time employees who are regular members of the voting faculty of the University of Delaware under the Bylaws and whose appointments are confirmed by the Board of Trustees and no others.

Excluded from the collective bargaining unit are: All administrative officers of the University, including department chairpersons, all administrative and professional staff, Center for Counseling and Student Development staff, all part-time faculty or adjunct faculty members, all other professional

employees not holding faculty rank, all nonprofessional employees and all supervisory employees.

3.2 This recognition covers all full-time members of the voting faculty who are administratively assigned to the following facilities of the University based on their participation in the collective bargaining representative election conducted by the Department of Labor, State of Delaware, on May 10 and May 11, 1972:

1. Newark Campus.
2. Georgetown—Full-time University faculty at the Experimental Station, Georgetown: full-time Univeristy faculty in the College Parallel Program at the Southern Branch, Delaware Technical and Community College.
3. Lewes—Full-time University faculty at the University Marine Laboratory at Lewes.
4. Wilmington—Full-time University faculty in the College Parallel Program at the Northern Branch, Delaware Technical and Community College.
5. Dover—Full-time University faculty in the Freshmen Honors Programs.

3.3 Management of the University

The AAUP recognizes that, except as hereinafter specifically provided, the operations and administration of the University, including but not limited to, the right to make rules and regulations pertaining thereto, shall be fully vested in its Board and the President and their duly designated representatives. Except as hereinafter specifically provided,

nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any administrator by virtue of any provision of the laws of the State of Delaware or the Charter of the University.

ARTICLE IV
AAUP MEMBERSHIP

Professional Dues Deduction

During the term of this Agreement, the University agrees to deduct monthly membership dues, proportionately each pay period, from the salaries due all members who individually and voluntarily give the University written authorization to do so on the "Authorization of Payroll Deduction of Membership Dues" form attached hereto as Appendix "A." The AAUP assumes the responsibility to obtain and deliver to the University said written authorization, or notices of revocation, except the University will have no obligation to deduct or remit the dues payable for the account of any faculty member whose dues deduction authorization form reaches the payroll department less than fifteen (15) calendar days before the semimonthly pay day for which dues are to be deducted. The AAUP shall transmit written notices of revocation to the University not more than thirty (30) days and not less than fifteen (15) days prior to the expiration date of the current "Authorization of Payroll Deduction of Membership Dues" form. The University shall forward such dues for the previous month's salaries to the Treasurer of the AAUP, University of Delaware Chapter, at an address furnished.

in writing, to the University by the AAUP on or before the tenth day of each month. The AAUP agrees to release and discharge the University of Delaware, its officers, agents, and employees from any and all liability whatsoever arising as a result of dues deductions. The AAUP assumes full responsibility for the disposition of monies so deducted once they have been remitted to the Treasurer of the AAUP as set forth above.

ARTICLE V
AAUP REPRESENTATIVES AND PRIVILEGES

5.1 The AAUP, its officers and members shall not engage in unión activities, hold meetings on University property, or utilize University facilities in any way that interferes with or interrupts normal University operations or the obligations and duties of faculty members as employees.

5.2 The AAUP shall have the right to make reasonable use of University space, facilities, and equipment in accordance with University procedures, for proper activities related to its position as the recognized representative of the full-time voting faculty. AAUP shall pay reasonable costs for the use of space, facilities, and equipment.

5.3 The AAUP shall be entitled to reasonable use of campus mail, in accordance with University procedures. The AAUP agrees to limit its use to material directly related to its function as collective bargaining agent, and agrees further that the material it distributes by campus mail will not violate reasonable standards of propriety with respect to the language employed.

5.4. The AAUP shall have the right to post at appropriate places on the campus for the benefit of the employees it represents, bulletins and notices relevant to official AAUP business, of a nonpolitical nature, so long as these do not violate reasonable standards of propriety.

5.5 The University shall make available to the AAUP an on-campus, furnished, air-conditioned office suitable for conducting official business. The University shall provide direct phone service in the faculty office of the President of the AAUP.

5.6 The University agrees to provide, at no cost to the AAUP or its members, a complete copy of this Agreement.

5.7 The University agrees to make available to each new faculty member a copy of this Agreement and a copy of the Authorization of Payroll Deduction of Membership Dues.

5.8 Four members of the AAUP bargaining unit will be given one three-credit course reduction each per semester for the purpose of representing the AAUP in collective bargaining. AAUP shall make the designations under the provisions of this paragraph and shall inform the University in writing of such designations.

5.9 The advice of a majority of the faculty within the department will be required for the appointment or reappointment of the Department Chairperson.*

* The procedures by which this advice is sought shall be determined by the faculty of the affected department. If the department decides to give its advice by vote on the question, such vote shall be confidential.

5.10 The University shall make available to each member of the bargaining unit a copy of the official *Faculty Handbook* and copies of modifications in the policies and practices contained therein as issued.

5.11 The University, upon written request of AAUP, will provide AAUP with all information on bargaining unit members provided in the format provided in the past, including salary history, employment history, promotion list and benefit participation. Under the latter item shall be included each member's Blue Cross/Blue Shield type and major medical type. In addition, the University, upon written request, will provide AAUP with the following information: names and departments of new appointments and reappointments with duration of appointment or reappointment, names and departments of faculty promoted and/or granted tenure each year, names of faculty terminated, names of faculty on sabbatical leave each semester, and the average credit-contact hours per semester for each department or college where there are no departments.*

ARTICLE VI
BARGAINING UNIT MEMBERSHIP: LIST OF UNIT

The University will, within fifteen (15) days of the close of late registration for the Fall Semester, transmit to the AAUP a

* There is a letter of agreement signed by the Provost and the President of AAUP in which it is agreed that the AAUP will encourage the faculty to complete the Academic Activity Report so that the information derived from it is accurate.

list stating the name of each faculty member then in the unit, and will, by the fifteenth (15th) day of the month following the effective date of any changes, send the AAUP a list of such changes. Should the AAUP disagree with such lists, it may request a meeting with the University, provided such request is made within (7) calendar days, to discuss and agree upon changes in the membership of the bargaining unit. A grievance by a member of the bargaining unit concerning the interpretation, application or claimed violation of the provisions of this Article may be introduced directly into Step 3 of the Grievance Procedure.

ARTICLE VII
NO STRIKES OR LOCKOUTS

The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and legal means without interruption of the University program. The AAUP, therefore, agrees that neither it nor any of its officers, agents, employees, or members will instigate, engage in, support or condone any strike, work stoppage, or other concerted refusal to perform work by any employees in the bargaining unit during the life of this Agreement. The University agrees that there shall be no lockout during the life of this Agreement.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1 A grievance is defined as any dispute or difference concerning the interpretation, application or claimed violation of any provision of this Agreement. Every attempt shall be made to resolve any grievance arising under this section speedily and informally by meetings between those directly affected. An appellant who has a grievance must initiate action under Step 1, in writing, within sixty (60) calendar days after knowledge of the occurrence of the event out of which the appeal arises. The procedures for processing complaints or problems related to terms or conditions of employment, but which are not grievances as defined above, will follow the steps set forth in 8.2, except that Step 4 is eliminated.

8.2 Any grievance appeal of a member of the bargaining unit of the AAUP—hereinafter called "the appellant"—shall be handled in the following manner:

Step 1. An appellant who has a grievance shall present an appeal in writing and signed by the appellant in the first instance to the chairperson (if the appellant is in an administrative unit with no chairperson, this step is omitted). The chairperson shall discuss the grievance with the appellant. The AAUP will be notified by the chairperson and may send representatives to all meetings where the grievance is discussed with the appellant.

The chairperson shall consider the appeal and shall reply in writing within seven (7) calendar days after receipt of the appeal.

Step. 2. If the matter is not resolved, the appellant shall file a written appeal to the Dean or Director within seven (7) calendar days of receipt of the chairperson's reply. The Dean or Director shall discuss the grievance with the chairperson and the appellant. The AAUP will be notified by the Dean or Director and may send representatives to all meetings where the grievance is discussed with the appellant.

The Dean or Director shall consider the appeal and shall reply in writing within ten (10) calendar days after receipt of the appeal.

Step 3. In the event the matter is not resolved in Step 2, the appellant may appeal in writing (with copies to the AAUP, the Dean or Director, and the Chairperson) to the University Appeals Committee, defined below, within seven (7) calendar days after receipt of the reply from the Dean or Director. The University Appeals Committee must hear the case with concern for due process: the appellant must be afforded the opportunity to testify; the appellant must have the opportunity to be apprised of the bases upon which all actions were taken.

The Committee, the appellant, and—if he/she so wishes—AAUP representatives will be afforded an opportunity to obtain necessary witnesses and relevant documentary and other evidence, except letters of recommendation pertaining to initial employment. The administration will make available on a confidential basis necessary documents and other evidence within its control and, insofar as it is possible for it to do so, secure the cooperation of necessary witnesses.

The appellant and the appropriate administrative officer will have the right to confront and cross-examine all the

witnesses. Where a witness cannot or will not appear—but the Committee determines that the interests of justice require admission of his/her statements—the Committee will identify the witness and, if possible, disclose his/her statement and provide for interrogatories.

The University Appeals Committee must render its decision in writing to the Vice President for Academic Affairs, the appellant, the AAUP, and the Dean or Director and Chairperson within twenty-five (25) calendar days after the appeal was presented to the Committee unless further time is granted by mutual consent of the parties to this Agreement. The decision of this Committee shall be considered advisory to the Vice President for Academic Affairs. The Vice President for Academic Affairs shall rule on the appeal in writing with copies to the appellant, the AAUP, and the Dean or Director and Chairperson within ten (10) calendar days of receipt of the recommendation of the University Appeals Committee, and the matter shall be considered resolved unless it involves a grievance as defined in 8.1 above.

Step 4. If the appellant is not satisfied with the written decision of the Vice President for Academic Affairs and the matter involves a grievance as defined in 8.1 above, and if the AAUP concurs, the AAUP may file a written appeal within seven (7) calendar days to the American Arbitration Association for binding arbitration under its rules. The arbitration will be before a tripartite panel of three arbitrators, one appointed by the University, one appointed by the AAUP, and one selected under the AAA rules, and the decision of the arbitrators will be final and binding. The arbitrators' award shall not modify,

change, add to, or subtract from any provision of this Agreement. The costs of the AAA and its impartial arbitrator will be shared equally by the parties, and each party shall bear the costs of its own arbitrator and the presentation of its case.

8.3 The University Appeals Committee, which shall be selected within thirty (30) calendar days of the signing of this Agreement, shall consist of three (3) faculty members and two (2) alternate faculty members selected by the administration from a list of twenty (20) provided by the AAUP and two (2) members and two (2) alternates of the voting faculty as defined by the Board of Trustees Bylaws, selected by the AAUP from a list of eighteen (18) provided by the administration. An alternate shall serve as an ad hoc member of the committee when a regular member is unable to serve for reasons acceptable to both appointing parties.

8.4. Any written decision or written answer to an appeal made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing by the parties to this Agreement, shall be considered a final settlement and such settlement shall be binding upon the appellant(s) and the parties to this Agreement. If a decision or written answer to an appeal is not rendered by an administrator or Committee of Review within the time limits specified in this Article, the appellant may take the next step in the procedure.

8.5 University holidays, Saturdays, and Sundays shall not be counted as calendar days. Extension of time will normally be granted for good and sufficient reasons, such as illness of the

appellant, problems arising from Winterim and summer, by mutual agreement.

8.6 At no step in the procedure shall a settlement be reached which is inconsistent with the provisions of this Agreement.

8.7 No provision of this Article shall infringe upon the right of the AAUP to act as the sole and exclusive Collective Bargaining Agent as provided in Article III, Recognition, of this Agreement.

8.8 Two or more members of the bargaining unit within the same college or department alleging the same difference concerning the interpretation, application, or claimed violation of any provision of this Agreement may bring the same grievance under this Grievance Procedure.

8.9 A grievance filed by more than one member of the bargaining unit within the same college or department may be introduced directly in Step 2 of the Grievance Procedure provided such grievance is filed in writing within forty-five (45) calendar days after knowledge by any one such member of the occurrence of the event out of which the appeal arises.

8.10 Faculty members from different colleges alleging the same difference concerning the interpretation, application, or claimed violation of any provision of this Agreement shall have the option of bringing the same grievance under the Grievance Procedure, which may be introduced directly in Step 3, provided the grievance is filed in writing within forty-five (45) calendar days after knowledge by any one such member of the occurrence of the event out of which the appeal arises.

8.11 The AAUP may file a grievance in writing concerning the interpretation, application, or claimed violation of a provision of this Agreement which deals with rights granted to AAUP. Such grievance shall be filed directly with the Vice President for Academic Affairs within twenty (20) calendar days after knowledge of the occurrence of the event out of which the grievance arises. The Vice President for Academic Affairs shall consider the grievance and shall reply in writing to the AAUP within ten (10) calendar days after receipt of the appeal. If the AAUP is not satisfied with the written decision of the Vice President for Academic Affairs, it may file a written appeal within fifteen (15) calendar days as provided in Step 4, above.

8.12 If a grievance is the result of an action of an administrator above the level of department chairperson, the appellant may initiate his/her grievance at the administrative level where the action was taken or at Step 3. If the grievance results from the action of the President, it may be initiated at Step 3 or Step 4. Grievances under this Article must be filed in writing within forty-five (45) calendar days after knowledge of the occurrence of the event out of which the grievance has arisen.

8.13 The AAUP will be notified of all meetings and hearings which take place in the processing of a written grievance and shall have the right to have a designee present at all such meetings and hearings. The designee can represent the appellant, act as his/her advisor or as observer at the option of the appellant.

ARTICLE IX
PERSONNEL BENEFITS

9.1 During the term of this Agreement, the University agrees to make available the present level of benefits provided by the following programs and policies:

A. Insurance Programs
   1. Medical-Surgical
   2. Major Medical
   3. Total Disability
   4. Life Insurance

B. University Retirement Program (TIAA/CREF)
C. Course Fee Waivers
D. Physical Examinations
E. Mortgage Loans

9.2 Medical Surgical Insurance benefits are amended as follows:

Effective January 1, 1978, the University shall pay for each eligible faculty member enrolled in the program (State of Delaware Hospital-Surgical Medical Program) an allowance of up to $20 per month towards the type of coverage selected over the individual basic benefits.

9.3 University Retirement Benefits (TIAA/CREF) are amended as follows:

A. Effective January 1, 1978, participation with University contributions shall be optional for eligible faculty age 34 or younger.

B. Effective January 1, 1978, the University's contribution of 7½% shall be calculated on base annual salary for each eligible faculty member enrolled in the program.

C. Effective July 1, 1978, the University's contribution shall be increased to 8% of base annual salary for each eligible faculty member enrolled in the program.

9.4 The Physical Examination benefit is amended by deleting the age restriction.

9.5 Employees must apply for the foregoing benefits within thirty (30) days of employment or as otherwise specified in the respective plans. Information on the foregoing programs may be obtained at the Personnel Benefits Office.

9.6 Nothing herein shall be construed to prevent the University from making changes in the insurance and annuity carriers underwriting the foregoing benefits provided there is no decrease in benefits.

9.7 During the term of this Agreement, the University agrees to provide a tuition remission program for eligible faculty spouses and dependents as follows:*

a) During the academic year 1977-78, beginning with the Fall Semester, either the spouse of the faculty member or one dependent child of the faculty member may take

*Eligibility of the spouse or dependent child under the provisions of this paragraph shall not be affected should the faculty member become totally disabled or die.

15 credit hours at no charge if enrolled as a full-time matriculated undergraduate student.

1) It is understood that the above benefit shall apply one time and in only one semester and for only one faculty spouse or dependent child.
2) It is further understood that this benefit shall apply to 15 credit hours in one semester and may not be divided between semesters.

b) During the academic year 1978-79, beginning with the Fall Semester, either the spouse of the faculty member or one dependent child of the faculty member may take 15 credit hours at no charge if enrolled as a full-time matriculated undergraduate student.

1) It is understood that the above benefit shall apply one time and in only one semester and for only one faculty spouse or dependent child.
2) It is further understood that this benefit shall apply to 15 credit hours in one semester and may not be divided between semesters.

9.8 The provisions of this Article shall be subject to the rules and regulations of the various insurance and annuity carriers and applicable University regulations.

9.9 It is specifically agreed that the administration, interpretation and application of the foregoing plans and programs are not subject to the grievance procedure; however, failure to make available the benefits of these plans and programs is subject to the grievance procedure.

ARTICLE X
NONDISCRIMINATION

The University and the AAUP agree not to discriminate against a faculty member because of race, creed, color, sex, age, religion, national origin, veterans or handicapped status or membership or nonmembership in the AAUP.

ARTICLE XI
FACULTY WORKLOAD

11.1 It is agreed by the parties hereto that the provisions of this Article are intended for the sole purpose of maintaining or enhancing the academic quality of the University. Except as set forth in paragraphs 4 and 5, it is further agreed that this Article shall not be used as a basis of limiting faculty workload when such limitations would interfere with matters of academic judgment.

11.2 Workload is defined as teaching, including instruction in regular academic year courses with assigned credit hours and mutually agreed upon instructional assignments, such as thesis, dissertation, seminar and special problem supervision (workload of faculty members on fiscal year contracts may include summer session courses); research, including sponsored research; advising; committee work; and University-

administered, consultative, and organized activities, not only inside but also outside the University, when such activities by mutual agreement bring benefit and/or prestige to the University. The composition of a normal workload within a unit will be consistent with past practice within that unit.

11.3 Faculty will be on campus as required by their wo[illegible]ad.

11.4 At the beginning of the 1978-79 academic year, the [illegible]d student-bargaining unit faculty ratio will not exceed [illegible] full-time graduate• and undergraduate† students per member of the bargaining unit in the University as a whole. It is fully agreed that these ratios may vary widely from unit to unit within the University, and among faculty members.

11.5 Except by mutual agreement the teaching and advisement portion of each individual's workload will not average in excess of 12‡ credit-contact hours per week per semester for the academic year, nor shall the average teaching load of the members of the unit exceed the past practice within the unit. If a teaching assignment results in an overload, extra compensation will be awarded at the prevailing rate.

•Full-time graduate students are those carrying nine (9) or more course credit hours per semester.

† Full-time undergraduate students are those carrying twelve (12) or more cou se credit hours per semester. (Undergraduate Catalog, 1972-74, page 79).

‡ Each hour spent in scheduled classroom teaching counts as 1 credit-contact hour. Each hour spent in scheduled laboratory, field, or clinical instruction and individual instruction counts as ½ credit-contact hour. Scheduled individual special problems and theses count as 1 credit-contact hour, and dissertations count as 2 credit-contact hours. Thirty full-time undergraduate advisees are equivalent to ½ credit-contact hour.

11.6 Faculty members and department chairpersons (or deans or directors) are encouraged to develop a workload plan on an administered basis, i.e., in any semester teaching duties of individual faculty members may vary within a department (or unit) to permit variations in emphasis on research and other aspects of individual workload provided the total teaching and scholarly needs of the faculty member and the department (or unit) are met. The faculty member and chairperson (or dean or director) will develop in writing the workload plan for every semester at least two months prior to the beginning of the semester. Every effort will be made to develop the workload plan harmoniously.

11.7 In developing a workload plan, courses will be scheduled so that the anticipated enrollment in any course at the 500 level and above will not exceed 35.

ARTICLE XII
SALARIES

12.1 Effective January 1, 1978, an amount equivalent to 5.5% of the 1976-77 base salaries of continuing faculty members of the bargaining unit shall be allocated in the following manner:

(a) Each continuing member of the bargaining unit shall receive $375 as a salary adjustment, resulting in an addition of $750 to each member's base salary.

(b) In addition, each continuing member of the bargaining unit shall receive an amount equivalent to 0.9% of his/her 1976-77 base salary resulting in an addition of 1.8% of each member's 1976-77 base salary.

12.2 For the period July 1, 1978 through June 30, 1979 an amount equivalent to 8% of the 1977-78 base salaries of continuing faculty members of the bargaining unit shall be allocated in the following manner:

(a) Each member of the bargaining unit shall receive $1,000 as a salary adjustment in his/her base salary.

(b) The balance of the amount equivalent to 3.37% of the 1977-78 base salaries of continuing members of the bargaining unit shall be distributed on the basis of merit.

12.3 Promotional increases shall be exclusive of increases awarded in accordance with the above and shall become effective July 1, 1977 or September 1, 1977 and July 1, 1978 or September 1, 1978, whichever applies to the date of the faculty member's promotion. Such increases shall be in amounts as follows:

Assistant Professor	$ 550
Associate Professor	825
Professor	1,100

12.4 Roll-up costs and increases in fringe benefits costs associated with University-paid portions of the benefit package as a result of the provisions of paragraphs 12.1, 12.2, and 12.3 will be paid by the University.

12.5 The following salary minimums for new faculty shall apply:

	Effective Sept. 1, 1977 for New Faculty on Academic Year Contracts	Effective Sept. 1, 1978 for New Faculty on Academic Year Contracts	Effective July 1, 1977 for New Faculty on Fiscal Year Contracts (12 Mos.)	Effective July 1, 1978 for New Faculty on Fiscal Year Contracts (12 Mos.)
Instructor or Lecturer	$ 9,600	$10,272	$11,600	$12,555
Assistant Professor	12,200	13,054	14,778	15,955
Associate Professor	15,100	16,157	18,322	19,747
Professor	18,600	19,902	22,600	24,325

It is agreed that the salary of continuing faculty will not be below the above stated minimums for new faculty.

ARTICLE XIII
TOTALITY OF AGREEMENT

Both parties, for the lifetime of the Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or not referred to or governed by this Agreement, unless the University and the AAUP mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

ARTICLE XIV
PRECEDENCE OF LAWS

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE XV
MAINTENANCE OF PRACTICES

15.1 The parties agree that there is a body of written policies, and of practices and interpretations of those policies which govern administrative decisions concerning wages, salaries, hours, workload, sick leave, vacations, grievance procedures, appointment, reappointment, promotion, tenure, dismissal, termination, suspension, evaluation and sabbatical leave which are not covered by the terms of this Agreement. Such policies and practices, except as changed by procedures agreed to in Article 15.3 below, shall be continued for the term of this Agreement. In the event of a conflict of any such policies or practices with the terms of this Agreement, the Agreement shall prevail.

An administrative action not in accordance with the past application or interpretation of the above policies shall be grievable.

15.2 As used in 15.1 above, the term "practices" refers to those practices of the Office of the President, the Office of the Provost, the Offices of the Vice Presidents, the Offices of the Deans, and the Offices of Department Chairpersons, specified in written policies of the University Administration, of its Board of Trustees, and those Faculty Senate policies which are approved by the President and the Board of Trustees.

It is agreed that the *Faculty Handbook* shall contain a complete copy of each University-wide policy that governs the practices enumerated in section 15.1 of this Article. Written copies of any policy changes occurring subsequent to the signing of this Agreement will be made available through annual revisions of the *Faculty Handbook*.

15.3 The parties agree that the Board of Trustees, the University Administration, and the University Faculty Senate upon approval by the Administration and the Board, have undiminished power and authority to establish, change or eliminate policies. The parties also agree that the privileges of the faculty provided in the Trustee Bylaws to advise upon proposed policy and to recommend policy also remain undiminished. In pursuance of these powers and privileges the parties agree that all proposals by the University Administration to establish, change or eliminate University-wide policies which govern the practices enumerated in section 15.1 of this Article shall be submitted in advance to the executive committee of the University Faculty Senate for referral to the appropriate faculty

review committee and subsequent Senate action before final Administration action. The Faculty Senate shall act upon each proposal within sixty (60) days following its submission to the Executive Committee of the Faculty Senate. Failure to act within such sixty (60) days shall be considered as Faculty Senate concurrence with the proposal. The parties further agree that recommendations to establish, change, or eliminate policies which are initiated by the University Faculty Senate and require Trustee approval should be submitted by the University Administration to the next scheduled meeting of the appropriate Trustee committee provided such recommendations are submitted to the University Administration at least thirty (30) days prior to such Trustee Committee Meeting. The University Administration agrees to inform the President of the University Faculty Senate as to the action taken on such recommendations within fifteen (15) days of the Board of Trustees meeting.

15.4 Since in the past, proposals by the Administration to establish, change or eliminate policies have been presented for review and comment by faculty committees, the college senate(s), and the University Faculty Senate, the parties agree that these procedures shall be followed in the future.

ARTICLE XVI
SAFETY AND HEALTH

The University agrees to continue to make reasonable provisions for the safety and health of bargaining unit members in pursuit of their University-recognized professional responsibilities on University premises.

ARTICLE XVII
TERM OF AGREEMENT

This Agreement shall go into effect on July 1, 1977 and shall remain in full force and effect to and including June 30, 1979 and shall automatically renew itself from year to year thereafter unless, no sooner than February 1, 1979 and not later than April 1, 1979, or a succeeding April 1, either party shall serve written notice on the other of its desire to terminate, modify, or amend this Agreement. Upon receipt of such notice, negotiation shall commence within ten (10) days on such matters as are specifically set forth in such written notice served on the other party prior to April 1.

The undersigned are duly authorized representatives of the University of Delaware and the University of Delaware Chapter of the American Association of University Professors.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THIS 7TH DAY OF DECEMBER 1977.

FOR THE UNIVERSITY OF DELAWARE

By:

ATTEST:

FOR THE UNIVERSITY OF DELAWARE CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

By:

ATTEST:

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APPENDIX "A"
AUTHORIZATION OF PAYROLL DEDUCTION OF MEMBERSHIP DUES

To: University of Delaware
Newark, Delaware

I hereby authorize and direct the University of Delaware through its officers, agents and employees to deduct from the portion of my salary due me each semimonthly pay period the amount of $_____ as certified by the American Association of University Professors, University of Delaware Chapter.

I further authorize and direct the University of Delaware to transfer and pay the sum so deducted to the Treasurer of the American Association of University Professors, University of Delaware Chapter.

In consideration of the above described services rendered by the University of Delaware, the American Association of University Professors, University of Delaware Chapter, its members, officers, agents and employees and the undersigned hereby release and discharge the University of Delaware, its officers, agents and employees from any and all liability whatsoever arising as a result of the authorization herein given.

Dues deduction authorizations received by the University payroll department shall be in accordance with the "ASSOCIATION MEMBERSHIP, Professional Dues Deduction" article of the current University of Delaware and AAUP contract.

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This authorization is voluntary and shall be irrevocable for the period of one (1) year, and I agree and direct that it shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, unless revoked by me by giving written notice to the University and the Association not less than fifteen (15) days prior to the expiration of each period of one (1) year. This authorization shall cease upon termination of employment with the University or upon transfer to a position excluded from the bargaining unit.

It is understood this service shall be limited to the University of Delaware Chapter of American Association of University Professors for any individual employee, and that no partial deductions will be made.

Employee Signature

Date

Position Title Department

Social Security #

NAME (Print)

Last First Middle

Address

UNIVERSITY OF DELAWARE
NEWARK, DELAWARE
19711

PROVOST AND VICE PRESIDENT
FOR ACADEMIC AFFAIRS
PHONE: 302-738-2101

December 7, 1977

Professor Madelynn Oglesby, President
American Association of University Professors
University of Delaware Chapter
164 South College Avenue
Newark, Delaware 19711

Dear Professor Oglesby:

It is understood in relation to 15.2 of Article XV of the Collective Bargaining Agreement that written copies of policy changes enumerated in 15.1 of Article XV occurring subsequent to the signing of the Agreement will be sent (upon their adoption) to the Faculty Senate and the AAUP.

Very truly yours,

L. Leon Campbell
Provost

LLC:r

Professor Madelynn Oglesby, President
American Association of University Professors
University of Delaware Chapter

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UNIVERSITY OF DELAWARE
NEWARK, DELAWARE
19711

OFFICE OF PERSONNEL
AND EMPLOYEE RELATIONS
PHONE 302-738-2749

December 7, 1977

Dr. Madelynn Oglesby
President
American Association of University Professors
University of Delaware Chapter
164 South College Avenue
Newark, Delaware 19711

Dear Dr. Oglesby:

The following understanding is subject to the written execution by the parties of a new Collective Bargaining Agreement.

Effective January 1, 1978, the University shall make eligible persons employed full time as Lecturers or Visiting Faculty, who are otherwise eligible for membership in the bargaining unit, to participate in the University Retirement Program (TIAA/CREF) with University contributions. This understanding is subject to such persons joining the program, contributing the required 5% and otherwise complying with University policy relative to the program.

Very truly yours,

William D. Jones
Associate Vice President
Personnel and Employee Relations

WDJ/llp

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UNIVERSITY OF DELAWARE
NEWARK, DELAWARE
19711

PROVOST AND VICE PRESIDENT
FOR ACADEMIC AFFAIRS
PHONE: 302-738-2161

December 7, 1977

Professor Madelynn Oglesby, President
American Association of University Professors
University of Delaware Chapter
164 South College Avenue
Newark, Delaware 19711

Dear Professor Oglesby:

So that the University administration can provide information regarding credit-contact hours per semester for each department or college (in relation to 5.11 of Article V of the Collective Bargaining Agreement) it will be necessary for faculty to complete the Academic Activity Reports accurately. The AAUP agrees that it will encourage the faculty in the bargaining unit to fill out the Academic Activity Reports and to urge them to supply accurate information.

Very truly yours,

L. Leon Campbell
Provost

LLC:r

Madelynn Oglesby
Professor Madelynn Oglesby, President
American Association of University Professors
University of Delaware Chapter

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UNIVERSITY OF DELAWARE
NEWARK, DELAWARE
19711

PROVOST AND VICE PRESIDENT
FOR ACADEMIC AFFAIRS
PHONE: 302-738-2161

December 7, 1977

Professor Madelynn Oglesby, President
American Association of University Professors
University of Delaware Chapter
164 South College Avenue
Newark, Delaware 19711

Dear Professor Oglesby:

By its action of March 7, 1977, the University Faculty Senate established the manner of processing faculty complaints relating to substantive decisions involving academic judgment matters.

The Senate established "a standing committee for the sole purpose of serving as a University Review Committee advisory to the President as Step 4 of the Academic Complaint Procedure. This Committee shall consist of five members of the voting faculty and two alternates, each chosen for two years, with terms staggered so that at least three members carry over to the next year. The Senate shall, each year, elect a chairperson of the Committee from among the committee members."

Accordingly, in the context of Article VIII of the Collective Bargaining Agreement, the following procedures will be used:

> Complaints dealing with academic judgment decisions may be processed from Step 1 through Step 3 as described in Article VIII of the Collective Bargaining Agreement with the following exception:
>
> If an academic judgment complaint is appealed to Step 3, the University Review Committee shall hear the case and render its advisory decision to the Vice President for Academic Affairs as described in Step 3, Article VIII.

This understanding does not modify or amend any Article or Section of the Collective Bargaining Agreement.

If you agree that this letter sets forth our understanding, please sign one copy and return it to me.

Very truly yours,

L. Leon Campbell
Provost

Professor Madelynn Oglesby, President
American Association of University Professors
University of Delaware Chapter

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UNIVERSITY OF DELAWARE
NEWARK, DELAWARE
19711

PROVOST AND VICE PRESIDENT
FOR ACADEMIC AFFAIRS
PHONE: 302-738-2101

December 7, 1977

Professor Madelynn Oglesby, President
American Association of University Professors
University of Delaware Chapter
164 South College Avenue
Newark, Delaware 19711

Dear Professor Oglesby:

The following sets forth our understanding relative to teaching contact hours.

The AAUP agrees to provide to the Provost a list of specific units in which the problem of teaching contact hours is presumed to exist. The Provost will ask each unit so identified to form an appropriate faculty-administration group to study the problem and propose solutions. The report from each group detailing these solutions shall be completed by June 1, 1978, and made available to the Provost, the AAUP, and to each unit.

In the event no mutually satisfactory solution is reached for a given unit as of September 1, 1978, the teaching contact hour load (defined below) shall not exceed eighteen (18) teaching contact hours per semester for any individual in that unit except by mutual agreement with the Chairperson, Dean, or Director.

Each hour spent in scheduled individual laboratory, field, studio, or clinical instruction which requires the constant attendance of the faculty member for the entire scheduled hours of instruction, and which does not involve the participation of teaching assistants, counts as one teaching contact hour per week.

Very truly yours,

L. Leon Campbell
Provost

LLC:rr

Professor Madelynn Oglesby, President
American Association of University Professors
University of Delaware Chapter

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UNIVERSITY OF DELAWARE
NEWARK, DELAWARE
19711

PROVOST AND VICE PRESIDENT
FOR ACADEMIC AFFAIRS
PHONE: 302-738-2181

December 7, 1977

Professor Madelynn Oglesby, President
American Association of University Professors
University of Delaware Chapter
164 South College Avenue
Newark, Delaware 19711

Dear Professor Oglesby:

I agree that a committee should be established to study the question of early retirement. This matter should be sent to the Faculty Senate Executive Committee with a recommendation that either the Welfare and Privileges Committee conduct the study or that an ad hoc committee composed of faculty and administrators be established to conduct the study. The purpose of this study shall be to prepare a report by July 1, 1978, setting forth alternative possibilities for early retirement programs, including their costs and/or savings. If the committee needs to seek outside professional advice during the study, such reasonable costs for outside consulting shall be borne by the University.

Accordingly, by signing this Letter of Agreement, both parties agree that negotiations may be entered into on the subject of early retirement at a time mutually agreed upon following completion of the study, and that, if agreement on a specific plan is reached, this contract may be amended prior to its normal expiration solely for the purpose of including such an early retirement plan.

Very truly yours,

L. Leon Campbell
Provost

LLC:r

Professor Madelynn Oglesby, President
American Association of University Professors
University of Delaware Chapter

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UNIVERSITY OF DELAWARE
NEWARK, DELAWARE
19711

PROVOST AND VICE PRESIDENT
FOR ACADEMIC AFFAIRS
PHONE [illegible]

December 7, 1977

Professor Madelynn Oglesby, President
American Association of University Professors
University of Delaware Chapter
164 South College Avenue
Newark, Delaware 19711

Dear Professor Oglesby:

Since the question has arisen concerning the desirability of occasional meetings between the Provost and Vice President for Academic Affairs and the officers or designated representatives of the local chapter of the AAUP, let me assure you of my willingness, as in the past, to hold such meetings in the future. These meetings may be arranged at the request of either party at mutually convenient times and places to discuss mutually agreed upon agenda.

It is my understanding, to which I invite your assent, that such meetings shall not constitute or be used for the purpose of and/or as a substitute for collective bargaining negotiations or the processing of grievances and complaints under the Collective Bargaining Agreement.

Very truly yours,

L. Leon Campbell
Provost

LLC:r

Professor Madelynn Oglesby, President
American Association of University Professors
University of Delaware Chapter

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